

County of Los Angeles Sheriff's Department Headquarters 4700 Ramona Boulevard Monterey Park, California 91754-2169



A Tradition of Service

July 10, 2012

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration Los Angeles, California 90012

Dear Supervisors:

APPROVE AMENDMENTS TO AGREEMENTS WITH SECURITAS SECURITY SERVICES USA, INCORPORATED AND NORTH AMERICAN SECURITY INCORPORATED FOR PROPOSITION-A SECURITY GUARD SERVICES FOR HEALTH CARE FACILITIES (ALL DISTRICTS) (3 VOTES)

SUBJECT

This Board letter seeks approval and execution of Amendments to Agreements with Securitas Security Services USA, Incorporated (Securitas) and North American Security Incorporated (North American) to extend the term for an additional year with an option not to exceed six months in any increment. This extension period will enable the Los Angeles County Sheriff's Department (Department) to complete its solicitation process for new Proposition-A Agreement(s).

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Approve and instruct the Chairman of the Board to sign the attached Amendments with Securitas and North American to continue providing armed and unarmed security guard services (Guard Services) at various health care facilities throughout Los Angeles County (County). These Amendments will extend the term of Agreement Numbers 76290, 76291, 76292, 76293, and 76294 with Securitas; and Agreement Numbers 76295, 76296, and 76297 with North American for one year from August 1, 2012, through July 31, 2013, with an option to extend the term of the Agreements for an additional period not to exceed six months in any increment.
- 2. Delegate authority to the Sheriff or his designee to terminate the Agreements earlier, in whole or in part, with 30 calendar days advance written notice once the Department has completed its solicitation process for new Agreement(s).
- 3. Delegate authority to the Sheriff or his designee to execute Amendments to the Agreements to

The Honorable Board of Supervisors 7/10/2012 Page 2

meet the needs of the Department, if it is in the best interest of the County, including the above extension provision and the addition of new or revised standard County contract provisions adopted by your Board during the term of the Agreements.

4. Authorize the Sheriff to amend the Agreement(s) annually in an amount not to exceed ten percent of the contract amount for additional guards or facilities within the scope of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Agreements have a term of three years with two one-year extension options and are currently in their last option year. Approval of the recommended actions will ensure that there is no interruption of Guard Services for health care facilities for the Department of Health Services and Department of Public Health (Health Departments) throughout the County. Also, the extension will allow the Department to complete the solicitation process for new Guard Services Agreement(s).

For the one-year extension, the Contract Sums for the Agreements will be increased by the amounts as follows: Agreement Number 76290 is increased by \$9,475,501; Agreement Number 76291 is increased by \$4,215,131; Agreement Number 76292 is increased by \$4,226,386; Agreement Number 76293 is increased by \$2,686,499; Agreement Number 76294 is increased by \$3,768,835; Agreement Number 76295 is increased by \$831,217; Agreement Number 76296 is increased by \$1,770,714; and Agreement Number 76297 is increased by \$170,798.

For the six-month extension, the Contract Sums for the Agreements will be increased by the amounts as follows: Agreement Number 76290 is increased by \$4,832,505; Agreement Number 76291 is increased by \$2,149,717; Agreement Number 76292 is increased by \$2,155,457; Agreement Number 76293 is increased by \$1,370,114; Agreement Number 76294 is increased by \$1,922,106; Agreement Number 76295 is increased by \$415,609; Agreement Number 76296 is increased by \$885,357; and Agreement Number 76297 is increased by \$85,399.

Therefore, the total Maximum Contract Sum for all Agreements is increased by \$27,145,081 for the one-year extension and \$13,816,264 for the additional six-month option period.

To manage unforeseen service level increases affecting the Health Departments, such as changes to office hours, emergent security requirements, or the addition of new facilities, the Department is recommending that your Board authorize the Sheriff to approve additional services, within the scope of work, up to ten percent per year.

Implementation of Strategic Plan Goals

The services provided under these Agreements support the County's Strategic Plan, Goal 1, Operational Effectiveness; and Goal 5, Public Safety. These Amendments will ensure that Guard Services are provided for the Health Departments and the safety of the public is maintained.

FISCAL IMPACT/FINANCING

Contracted Guard Services are funded through billing to the Health Departments. The Health Departments must demonstrate that sufficient funds are budgeted for any service request through the provision of a Departmental Service Order prior to initiation of any service. The Health Departments have included sufficient appropriation to fund the cost associated with the recommended Amendments. The Department has included the cost, offset by revenue, for Guard

The Honorable Board of Supervisors 7/10/2012 Page 3

Services in the Department's current Fiscal Year 2012-13 operating budget. The Department will continue to allocate the necessary funds throughout the duration of these Agreements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 24, 2007, your Board approved the aforementioned Agreements with Securitas and North American for the provision of Guard Services for the Health Departments.

On December 15, 2009, your Board approved the consolidation of the Office of Public Safety duties and functions into the Department, and the replacement of the Chief and Deputy Chief with the Sheriff or designee.

The Department is in the process of releasing its Proposition-A Request for Proposals (RFP) to solicit for agreement(s) with vendor(s) to provide Guard Services for client departments in eight geographic areas known as Service Planning Areas throughout the County.

The Amendments extend the term of the Agreements for a period of one year plus a six-month extension option, if needed, to complete the Department's solicitation process. The pricing structure, as stated in the current Agreements, remains unchanged.

Securitas and North American are in compliance with all Board and Chief Executive Office requirements.

The Amendments have been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure uninterrupted Guard Services for the Health Departments.

CONCLUSION

Upon approval by your Board, please return two adopted copies of this action and two adopted copies of the Amendments to the Department's Contracts Unit.

Sincerely,

LEROY D. BACA

Sheriff

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Enclosures

AMENDMENT NUMBER TEN TO AGREEMENT NUMBER 76290 BY AND BETWEEN COUNTY OF LOS ANGELES AND

SECURITAS SECURITY SERVICES USA, INC. FOR PROP A SECURITY GUARD SERVICES

This Amendment Number Ten (hereinafter "Amendment") is entered into by and between County of Los Angeles (hereinafter "County") and Securitas Security Services USA, Inc. (hereinafter "Contractor"), effective upon execution by the Chairman of the County's Board of Supervisors.

- WHEREAS, on July 24, 2007, the County and Contractor entered into Agreement Number 76290 (Contract) to provide the County with security guard services for the LAC + USC Medical Center and Health Centers; and
- WHEREAS, the Contract authorizes the Chief of the Office of Public Safety, or designee, to amend the Contract annually in an amount not to exceed ten (10) percent of the contract amount for scope of work changes; and
- WHEREAS, contract amendment number one (1), effective May 8, 2008, amended the contract amount to \$5,028,764 for the first contract year and \$5,120,196 for the second contract year to manage unforeseen service level increases affecting the Department of Health Services and Public Health; and
- WHEREAS, on June 4, 2008, the Board of Supervisors authorized the Chief of the Office of Public Safety to increase the contract amount to \$6,134,345 for the first contract year and \$7,456,698 for the second contract year; and
- WHEREAS, contract amendment number two (2), effective June 4, 2008, increased the contract amount, as authorized by the Board of Supervisors; and
- WHEREAS, contract amendment number three (3), effective November 6, 2008, increased the contract amount to \$7,972,300 for the second contract year, to manage unforeseen service level increases to client departments; and
- WHEREAS, contract amendment number four (4), effective August 26, 2009, decreased the service level at LAC + USC; and
- WHEREAS, contract amendment number five (5), effective January 5, 2010, decreased the service level at LAC+USC; and
- WHEREAS, contract amendment number six (6), effective February 8, 2010, amended the Contract, increasing the contract amount by ten (10) percent to \$8,928,976 for the third contract year and added the Defaulted Property Tax Reduction Program provision; and
- WHEREAS, contract amendment number seven (7), effective February 17, 2010, amended Exhibit E County's Administration; and revised Exhibit N Contractor's Obligations as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 to address the Health Information Technology for Economic and Clinical Health Act; and

WHEREAS, the Contract has a term of three (3) years with two (2) one-year renewal options; and

WHEREAS, the Contract authorizes the Chief, Office of Public Safety, or designee, to exercise the Contract renewal options annually; and

WHEREAS, on December 15, 2009, the Board of Supervisors approved the consolidation of the Office of Public Safety (OPS) duties and functions into the Sheriff's Department, and the replacement of the Chief and Deputy Chief, Office of Public Safety, with the Sheriff or designee; and

WHEREAS, contract amendment number eight (8), effective, July 15, 2010, added subsection 6.7.9 to sub-section 6.7 Training, the Statement of Work; and added Exhibit P – Los Angeles County Sheriff's Department Manual of Policy and Procedures: Policy of Equality and Acknowledgement of Receipt; and extended the term of the Contract from August 1, 2010 through and including July 31, 2011; and

WHEREAS, contract amendment number nine (9), effective June 29, 2011, extended the term of the Contract for one (1) year from August 1, 2011 through July 31, 2012; and

WHEREAS, the Contract is currently in its last option year and expires on July 31, 2012; and

WHEREAS, County and Contractor desire to modify the Contract to extend the term of the Contract for an additional one (1) year with an option to extend for an additional period not to exceed six (6) months to avoid an interruption of services while the Department completes its solicitation process. The maximum Contract Sum is increased by \$9,475,501 for the one (1) year extension and \$4,832,505 for the additional six (6) month optional period. County may terminate the Contract, in whole or in part, with thirty (30) calendar days advance notice.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are hereby incorporated as part of this Contract, the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to amend the Contract as follows:

- 1. Paragraph 4.0, Term of Contract, sub-paragraph 4.1, sub-paragraph 4.2, and sub-paragraph 4.3 only of the Contract, are deleted in their entirety and replaced as follows to extend the term of the Contract for one (1) year plus up to an additional six (6) month option.
 - 4.1 The term of the Contract shall commence on August 1, 2007 and shall terminate July 31, 2013, unless sooner terminated or extended, in whole or in part, as provided in this Contract. County shall have the option to thereafter extend the term of this Contract for up to an additional six (6) months, in any increment.
 - 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a contract term extension option.

- 4.3 The Sheriff, or his designee, (1) may terminate this Contract earlier, in whole or in part, with thirty (30) calendar days advance written notice of such termination; and (2) shall have delegated authority to exercise the extension option, which shall be in the form of a written Amendment executed by both Sheriff and Contractor.
- 2. Exhibit B1, Pricing Schedule, is deleted in its entirety and replaced with the revised Exhibit B1, Pricing Schedule, as attached herein.
- 3. Exhibit B2, Pricing Sheet, is deleted in its entirety and replaced with the revised Exhibit B2, Pricing Sheet, as attached herein.
- 4. EXCEPT FOR THE CHANGES SET FORTH HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.
- 5. Contractor and the person executing this Amendment on behalf of Contractor hereby represent and warrant that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

AMENDMENT NUMBER TEN TO AGREEMENT NUMBER 76290 BY AND BETWEEN COUNTY OF LOS ANGELES AND

SECURITAS SECURITY SERVICES USA, INC. FOR PROP A SECURITY GUARD SERVICES

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Ten to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Ten, or caused it to be duly executed by its duly authorized officer.

ATTEST:

SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By:

Deputy

SECURITAS SECURITY SERVICES
USA, INC.

By:

Signature

Printed Name: Silvic Portillo

Title: Brunch Way.

APPROVED AS TO FORM:

JOHN F. KRATTLI County Counsel

Milligent L. Rolon

Principal Deputy County Counsel

AGREEMENT 76290

EXHIBIT B1 - PRICING SCHEDULE

AMENDMENT NUMBER TEN

COUNTY SERVICES BUREAU - HEALTH SERVICES ARMED AND UNARMED SECURITY GUARD SERVICES

SERVICE PROVISION AREA FOUR

1) LAC-USC Medical Center, 2) DHS-Administrative Headquarters, 3) DHS-Central HC,

	4) DHS-Edward R. Roybal	CHC, 5) Hollywood-Wilshire Hea	Ith Center
Part 1 ENTER PI	RICING BELOW:		
1st Year \$6,134,345	2nd Year \$7,972,300	3rd Year \$8,928,976	Initial 3 Years: \$23,035,621
	1st ext. (1yr) \$9,107,556	2nd ext. (1yr) \$9,289,707	
	3rd ext. (1yr) \$9,475,501	4th ext. (6mos) \$4,832,505	
Total Price:	\$55,740,890	(this price shall be the total for	all of the above)
	CTOR INFORMATION (Please		(242) 520 2275
Name: Securitas	rity Services USA, Inc.	Telephone:	(213) 580-8826
Address: 3325 Wilshire	Blvd., Suite 1100, Los Angeles, (CA 90010-3601	
Contractor's Authorized Ag	gent: Silvia R	Signature:	(Ch)
Retailer's permit #	71-0912217	-	
Certification of Registratio	n #: <u>11764801</u> _	·	

AGREEMENT 76290 - AMENDMENT NUMBER TEN EXHIBIT B2 - PRICING SHEET

SERVICE PROVISION AREA FOUR

County Services Bureau - Health Services Armed and Unarmed Security Guard Services

ADDITIONAL SERVICES	HOURLY RATE (\$)
Emergencies or Call Back Work	\$25.00
Special Events/Programs	\$25.00
Facility Additions - Staffing	
Unarmed Guard	\$19.41
Armed Guard	\$24.56
Supervisor	\$22.70

TOTAL ANNUAL COSTS	ANNUAL COST (\$)	
First Year	\$6,134,345	
Second Year	\$7,972,300	
Third Year	\$8,928,976	
1st (1) Year Extension	\$9,107,556	
2nd (1) Year Extension	\$9,289,707	
3rd (1) Year Extension	\$9,475,501	
4th (6) Month Extension	\$4,832,505	

	CALCULATOR FOR ALL INCLUSIVE RATES:		
	ALL INCL	Straight	OT
First Vacu	Deat Commender		\$37.13
First Year	Post Commander	\$24.75	
	Supervisor	\$20.56	\$30.84
	Armed Guard	\$24.56	\$36.84
	Unarmed Guard	\$17.58	\$26.37
Second Year	Post Commander	\$25.25	\$37.88
	Supervisor	\$20.97	\$31.46
	Armed Guard	\$24.56	\$36.84
	Unarmed Guard	\$17.93	\$26.90
Third Year	Post Commander	\$25.75	\$38.63
	Supervisor	\$21.39	\$32.09
	Armed Guard	\$24.56	\$36.84
	Unarmed Guard	\$18.29	\$27.44
1st Year	Post Commander	\$26.26	\$39.39
Extension	Supervisor	\$21.82	\$32.73
	Armed Guard	\$24.56	\$36.84
	Unarmed Guard	\$18.66	\$27.99
2nd Year	Post Commander	\$26.79	\$40.19
Extension	Supervisor	\$22.25	\$33.38
	Armed Guard	\$24.56	\$36.84
	Unarmed Guard	\$19.03	\$28.55
3rd Year	Post Commander	\$27.33	\$41.00
Extension	Supervisor	\$22.70	\$34.05
	Armed Guard	\$24.56	\$36.84
	Unarmed Guard	\$19.41	\$29.12
6 Month	Post Commander	\$27.87	\$41.81
Extension	Supervisor	\$23.15	\$34.73
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	Armed Guard	\$24.56	\$36.84

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Agreement #76290 Amendment 10 Exhlbit B2 - Pricing Sheet

AMENDMENT NUMBER TEN TO AGREEMENT NUMBER 76291 BY AND BETWEEN COUNTY OF LOS ANGELES AND

SECURITAS SECURITY SERVICES USA, INC. FOR PROP A SECURITY GUARD SERVICES

This Amendment Number Ten (hereinafter "Amendment") is entered into by and between County of Los Angeles (hereinafter "County") and Securitas Security Services USA, Inc. (hereinafter "Contractor"), effective upon execution by the Chairman of the County's Board of Supervisors.

- WHEREAS, on July 24, 2007, the County and Contractor entered into Agreement Number 76291 (Contract) to provide the County with security guard services for the Harbor-UCLA Medical Center and Health Centers; and
- WHEREAS, the Contract authorizes the Chief of the Office of Public Safety, or designee, to amend the Contract annually in an amount not to exceed ten (10) percent of the contract amount for scope of work changes; and
- WHEREAS, contract amendment number one (1), effective May 8, 2008, amended the contract amount to \$2,152,512 for the first contract year to manage unforeseen service level increases affecting the Department of Health Services and Public Health; and
- WHEREAS, on June 4, 2008, the Board of Supervisors authorized the Chief of the Office of Public Safety to increase the contract amount to \$2,511,889 for the first contract year and \$3,224,035 for the second contract year to manage unforeseen operational requirements; and
- WHEREAS, contract amendment number two (2), effective June 4, 2008, increased the contract amount, as authorized by the Board of Supervisors; and
- WHEREAS, contract amendment number three (3), effective July 1, 2009, increased the contract amount to \$3,546,439 for the second contract year, as authorized by the Board of Supervisors; and
- WHEREAS, contract amendment number four (4), effective January 8, 2010, amended the Contract Statement of Work Exhibit A2 Minimum Staffing Plan, increasing the service level for Department of Health Services Harbor/UCLA Medical Center, and added the Defaulted Property Tax Reduction Program provision; and
- WHEREAS, contract amendment number five (5), effective February 8, 2010, amended the Contract, increasing the contract amount by ten (10) percent to \$3,972,012 for the third contract year; and
- WHEREAS, contract amendment number six (6), effective February 17, 2010, amended Exhibit E County's Administration; and revised Exhibit N Contractor's Obligations as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 to address the Health Information Technology for Economic and Clinical Health Act; and

- WHEREAS, the Contract has a term of three (3) years with two (2) one-year renewal options; and
- WHEREAS, the Contract authorizes the Chief, Office of Public Safety, or designee, to exercise the Contract renewal options annually; and
- WHEREAS, on December 15, 2009, the Board of Supervisors approved the consolidation of the Office of Public Safety (OPS) duties and functions into the Sheriff's Department, and the replacement of the Chief and Deputy Chief, Office of Public Safety, with the Sheriff or designee; and
- WHEREAS, contract amendment number seven (7), effective July 15, 2010, amended the Contract to extend the term of the Contract for one (1) year, added Statement of Work, subsection 6.7.9 to sub-section 6.7 Training, in its entirety, and added Exhibit P, Los Angeles County Sheriff's Department Manual of Policy and Procedures: Policy of Equality and the Acknowledgement of Receipt; and
- WHEREAS, contract amendment number eight (8), effective December 23, 2010, amended the Contract Statement of Work, Exhibit A2 Minimum Staffing Plan, increasing the service levels for guards or facilities within the scope of the Contract due to operational requirements of the Department of Public Health; and sub-paragraphs 8.1.2, and 8.1.5 were deleted and replaced in their entirety; and in sub-sections 8.1.3, 8.1.4, 8.1.6, and on page 5 of the Contract and throughout, "Chief, Office of Public Safety" was replaced by the Sheriff of Los Angeles County; and
- WHEREAS, contract amendment number nine (9), effective June 29, 2011, extended the term of the Contract for one (1) year from August 1, 2011 through July 31, 2012; and
- WHEREAS, the Contract is currently in its last option year and expires on July 31, 2012; and
- WHEREAS, County and Contractor desire to modify the Contract to extend the term of the Contract for an additional one (1) year with an option to extend for an additional period not to exceed six (6) months to avoid an interruption of services while the Department completes its solicitation process. The maximum Contract Sum is increased by \$4,215,131 for the one (1) year extension and \$2,149,717 for the additional six (6) month optional period. County may terminate the Contract, in whole or in part, with thirty (30) calendar days advance notice.
- **NOW THEREFORE,** in consideration of the foregoing recitals, all of which are hereby incorporated as part of this Contract, the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to amend the Contract as follows:
 - 1. Paragraph 4.0, Term of Contract, sub-paragraph 4.1, sub-paragraph 4.2, and sub-paragraph 4.3 only of the Contract, are deleted in their entirety and replaced as follows to extend the term of the Contract for one (1) year plus up to an additional six (6) month option.

- 4.1 The term of the Contract shall commence on August 1, 2007 and shall terminate July 31, 2013, unless sooner terminated or extended, in whole or in part, as provided in this Contract. County shall have the option to thereafter extend the term of this Contract for up to an additional six (6) months, in any increment.
- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a contract term extension option.
- 4.3 The Sheriff, or his designee, (1) may terminate this Contract earlier, in whole or in part, with thirty (30) calendar days advance written notice of such termination; and (2) shall have delegated authority to exercise the extension option, which shall be in the form of a written Amendment executed by both Sheriff and Contractor.
- 2. Exhibit B1, Pricing Schedule, is deleted in its entirety and replaced with the revised Exhibit B1, Pricing Schedule, as attached herein.
- 3. Exhibit B2, Pricing Sheet, is deleted in its entirety and replaced with the revised Exhibit B2, Pricing Sheet, as attached herein.
- EXCEPT FOR THE CHANGES SET FORTH HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.
- 5. Contractor and the person executing this Amendment on behalf of Contractor hereby represent and warrant that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

AMENDMENT NUMBER TEN TO AGREEMENT NUMBER 76291 BY AND BETWEEN COUNTY OF LOS ANGELES AND

SECURITAS SECURITY SERVICES USA, INC. FOR PROP A SECURITY GUARD SERVICES

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Ten to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Ten, or caused it to be duly executed by its duly authorized officer.

ATTEST:

SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By:
Deputy

SECURITAS SECURITY SERVICES
USA, INC.

By:
Signature

Printed Name: Silvia Portillo

Title: Branch Way.

APPROVED AS TO FORM:

JOHN F. KRATTLI County Counsel

Milligent L. Rolon

Principal Deputy County Counsel

AGREEMENT 76291

EXHIBIT B1 - PRICING SCHEDULE

AMENDMENT NUMBER TEN

COUNTY SERVICES BUREAU - HEALTH SERVICES ARMED AND UNARMED SECURITY GUARD SERVICES

SERVICE PROVISION AREA EIGHT

Harbor - UCLA Medical Center, 2) Harbor Bay Clinic (City of Lomita),
 DHS PH-Long Beach CHC, 4) Curtis R. Tucker Health Center,
 Harbor Health Center, 6) South Health Center, 7) Torrance Health Center,
 Wilmington Health Center

Part 1 ENTER PRICING BELOW:

1st Year \$2,511,889	2nd Year \$3,546,439	3rd Year \$3,972,012	Initial 3 Years: \$10,030,340
	1st ext. (1yr) \$4,051,452	2nd ext. (1yr) \$4,132,481	
	3rd ext. (1yr) \$4,215,131	4th ext. (6mos) \$2,149,717	
Total Price:	\$24,579,121	(this price shall be the total for a	all of the above)
Part 2 CONTRAC	CTOR INFORMATION (Please	print or type)	
Name: <u>Securitas Secu</u>	rity Services USA, Inc.	Telephone:	(213) 580-8826
Address: 3325 Wilshire	Blvd., Suite 1100, Los Angeles, (CA 90010-3601	4
Contractor's Authorized A	gent: Silvin P	Signature Signature	Old no
Retailer's permit #	71-0912217	-	
Certification of Registratio	on #:11764801		

AGREEMENT 76291 - AMENDMENT NUMBER TEN EXHIBIT B2 - PRICING SHEET

SERVICE PROVISION AREA EIGHT

County Services Bureau - Health Services Armed and Unarmed Security Guard Services

ADDITIONAL SERVICES	HOURLY RATE (\$)	
Emergencies or Call Back Work	\$25.00	
Special Events/Programs	\$25.00	
Facility Additions - Staffing		
Unarmed Guard	\$20.14	
Armed Guard	\$23.38	
Supervisor	\$23.38	

TOTAL ANNUAL COSTS	ANNUAL COST (\$)	
First Year	\$2,511,889	
Second Year	\$3,546,439	
Third Year	\$3,972,012	
1st (1) Year Extension	\$4,051,452	
2nd (1) Year Extension	\$4,132,481	
3rd (1) Year Extension	\$4,215,131	
4th (6) Month Extension	\$2,149,717	

	CALCULATOR FOR ALL INCLUSIVE RATES:		
		Straight	OT
First Year	Post Commander	\$25.82	\$38.73
	Supervisor	\$21.60	\$32.40
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.61	\$27.92
Second Year	Post Commander	\$26.34	\$39.50
	Supervisor	\$22.03	\$33.05
	Armed Guard	\$22.03	\$33.05
	Unarmed Guard	\$18.98	\$28.47
Third Year	Post Commander	\$26.86	\$40.29
	Supervisor	\$22.47	\$33.71
	Armed Guard	\$22.47	\$33.71
	Unarmed Guard	\$19.36	\$29.04
1st Year	Post Commander	\$27.40	\$41,10
Extension	Supervisor	\$22.92	\$34.38
Extension	Armed Guard	\$22.92	\$34.38
	Unarmed Guard	\$19.75	\$29.62
2nd Year	Post Commander	\$27.95	\$41.92
Extension	Supervisor	\$23.38	\$35.07
LAGIISIOII	Armed Guard	\$23.38	\$35.07
	Unarmed Guard	\$20.14	\$30.22
3rd Year	Post Commander	\$28.51	\$42.76
Extension	Supervisor	\$23.85	\$35.77
	Armed Guard	\$23.85	\$35.77
	Unarmed Guard	\$20.55	\$30.82
6 Month	Post Commander	\$29.08	\$43.62
Extension	Supervisor	\$24.33	\$36.49
	Armed Guard	\$24.33	\$36.49
	Unarmed Guard	\$20.96	\$31.44

Silvia Portillo

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Agreement #76291 Amendment 10 Exhibit B2 - Pricing Sheet

AMENDMENT NUMBER NINE TO AGREEMENT NUMBER 76292 BY AND BETWEEN COUNTY OF LOS ANGELES AND SECURITAS SECURITY SERVICES USA, INC.

FOR PROP A SECURITY GUARD SERVICES

This Amendment Number Nine (hereinafter "Amendment") is entered into by and between County of Los Angeles (hereinafter "County") and Securitas Security Services USA, Inc. (hereinafter "Contractor"), effective upon execution by the Chairman of the County's Board of Supervisors.

- WHEREAS, on July 24, 2007, the County and Contractor entered into Agreement Number 76292 (Contract) to provide the County with security guard services for the Martin Luther King-Harbor Medical Center and Health Centers; and
- WHEREAS, the Contract authorizes the Chief of the Office of Public Safety, or designee, to amend the Contract annually in an amount not to exceed ten (10) percent of the contract amount for scope of work changes; and
- WHEREAS, contract amendment number one (1), effective May 8, 2008, decreased the contract amount to \$3,472,205 for the first contract year; and
- WHEREAS, contract amendment number two (2), effective December 12, 2008, amended the Contract Statement of Work Exhibit A2 Minimum Staffing Plan; and
- WHEREAS, contract amendment number three (3), effective February 6, 2009, amended the Contract Statement of Work Exhibit A2 Minimum Staffing Plan; and
- WHEREAS, contract amendment number four (4), effective August 28, 2009, amended the Contract Statement of Work Exhibit A2 Minimum Staffing Plan, decreasing the service level at Martin Luther King-Harbor Medical Center; and
- WHEREAS, contract amendment number five (5), effective February 8, 2010, amended the Contract, increasing the contract amount by ten (10) percent to \$3,982,618 for the third contract year and added the Defaulted Property Tax Reduction Program provision; and
- WHEREAS, contract amendment number six (6), effective February 17, 2010, amended Exhibit E County's Administration; and revised Exhibit N Contractor's Obligations as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 to address the Health Information Technology for Economic and Clinical Health Act; and
- WHEREAS, the Contract has a term of three (3) years with two (2) one-year renewal options; and
- WHEREAS, the Contract authorizes the Chief, Office of Public Safety, or designee, to exercise the Contract renewal options annually; and

WHEREAS, on December 15, 2009, the Board of Supervisors approved the consolidation of the Office of Public Safety (OPS) duties and functions into the Sheriff's Department, and the replacement of the Chief and Deputy Chief, Office of Public Safety, with the Sheriff or designee; and

WHEREAS, contract amendment number seven (7), effective July 15, 2010, amended the Contract to extend the term of the Contract for one (1) year, added Statement of Work, subsection 6.7.9 to sub-section 6.7 Training, in its entirety, and added Exhibit P, Los Angeles County Sheriff's Department Manual of Policy and Procedures: Policy of Equality and the Acknowledgement of Receipt; and

WHEREAS, contract amendment number eight (8), effective June 29, 2011, extended the term of the Contract for one (1) year from August 1, 2011 through July 31, 2012; and

WHEREAS, the Contract is currently in its last option year and expires on July 31, 2012; and

WHEREAS, County and Contractor desire to modify the Contract to extend the term of the Contract for an additional one (1) year with an option to extend for an additional period not to exceed six (6) months to avoid an interruption of services while the Department completes its solicitation process. The maximum Contract Sum is increased by \$4,226,386 for the one (1) year extension and \$2,155,457 for the additional six (6) month optional period. County may terminate the Contract, in whole or in part, with thirty (30) calendar days advance notice.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are hereby incorporated as part of this Contract, the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to amend the Contract as follows:

- 1. Paragraph 4.0, Term of Contract, sub-paragraph 4.1, sub-paragraph 4.2, and sub-paragraph 4.3 only of the Contract, are deleted in their entirety and replaced as follows to extend the term of the Contract for one (1) year plus up to an additional six (6) month option.
 - 4.1 The term of the Contract shall commence on August 1, 2007 and shall terminate July 31, 2013, unless sooner terminated or extended, in whole or in part, as provided in this Contract. County shall have the option to thereafter extend the term of this Contract for up to an additional six (6) months, in any increment.
 - 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a contract term extension option.
 - 4.3 The Sheriff, or his designee, (1) may terminate this Contract earlier, in whole or in part, with thirty (30) calendar days advance written notice of such termination; and (2) shall have delegated authority to exercise the extension option, which shall be in the form of a written Amendment executed by both Sheriff and Contractor.

- 2. Exhibit B1, Pricing Schedule, is deleted in its entirety and replaced with the revised Exhibit B1, Pricing Schedule, as attached herein.
- 3. Exhibit B2, Pricing Sheet, is deleted in its entirety and replaced with the revised Exhibit B2, Pricing Sheet, as attached herein.
- 4. EXCEPT FOR THE CHANGES SET FORTH HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.
- 5. Contractor and the person executing this Amendment on behalf of Contractor hereby represent and warrant that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

AMENDMENT NUMBER NINE TO AGREEMENT NUMBER 76292 BY AND BETWEEN COUNTY OF LOS ANGELES AND

SECURITAS SECURITY SERVICES USA, INC. FOR PROP A SECURITY GUARD SERVICES

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Nine to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Nine, or caused it to be duly executed by its duly authorized officer.

ATTEST:

SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By:

Deputy

SECURITAS SECURITY SERVICES
USA, INC.

By:

Signature

Printed Name: Silvia Roy Intelligence of the service of the servi

AMENDMENT NINE CONTRACT # 76292 Page 4 of 4

Millicent L. Rolon

Principal Deputy County Counsel

AGREEMENT 76292

EXHIBIT B1 - PRICING SCHEDULE

AMENDMENT NUMBER NINE

COUNTY SERVICES BUREAU - HEALTH SERVICES ARMED AND UNARMED SECURITY GUARD SERVICES

	SERVICE	E PROVISION AREA SIX		
3) H. Cla		Center, 2) Dollarhide Health bert H. Humphrey CHC, 5) Fe		
	ICING BELOW:	, , , , , , , , , , , , , , , , , , , ,		
1st Year \$3,472,205	2nd Year \$3,545,649	3rd Year \$3,982,618	Initial 3 Years:	\$11,000,472
	1st ext. (1yr) \$4,062,270	2nd ext. (1yr) \$4,143,516		
	3rd ext. (1yr) \$4,226,386	4th ext. (6mos) \$2,155,457		
Total Price:	\$25,588,101	(this price shall be the total for a	all of the above)	
	TOR INFORMATION (Please	print or type) Telephone:	(213) !	580-8826
	Blvd., Suite 1100, Los Angeles, (CA 90010-3601		
Contractor's Authorized Ago	ent: Silvia F	Signature:	No	m
Retailer's permit #	71-0912217	_		
Certification of Registration	n #: 11764801			

AGREEMENT 76292 - AMENDMENT NUMBER NINE EXHIBIT B2 - PRICING SHEET

SERVICE PROVISION AREA SIX

County Services Bureau - Health Services Armed and Unarmed Security Guard Services

ADDITIONAL SERVICES	HOURLY RATE (\$)
Emergencies or Call Back Work	\$25.00
Special Events/Programs	\$25.00
Facility Additions - Staffing	
Unarmed Guard	\$18.96
Armed Guard	\$22.51
Supervisor	\$21.01

TOTAL ANNUAL COSTS	ANNUAL COST (\$)	
First Year	\$3,472,205	
Second Year	\$3,545,649	
Third Year	\$3,982,618	
1st (1) Year Extension	\$4,062,270	
2nd (1) Year Extension	\$4,143,516	
3rd (1) Year Extension	\$4,226,386	
4th (6) Month Extension	\$2,155,457	

	CALCULATOR FOR ALL INCLUSIVE RATES:		
		Straight	OT
First Year	Post Commander	\$24.97	\$37.46
	Supervisor	\$19.41	\$29.12
	Armed Guard	\$20.80	\$31.20
	Unarmed Guard	\$17.52	\$26.28
Second Year	Post Commander	\$25.47	\$38.20
	Supervisor	\$19.80	\$29.70
	Armed Guard	\$21.22	\$31.82
	Unarmed Guard	\$17.87	\$26.81
Third Year	Post Commander	\$25.98	\$38.97
	Supervisor	\$20.19	\$30.29
	Armed Guard	\$21.64	\$32.46
	Unarmed Guard	\$18.23	\$27.34
1st Year	Post Commander	\$26.50	\$39.75
Extension	Supervisor	\$20.60	\$30.90
	Armed Guard	\$22.07	\$33.11
	Unarmed Guard	\$18.59	\$27.89
2nd Year	Post Commander	\$27.03	\$40.54
Extension	Supervisor	\$21.01	\$31.52
	Armed Guard	\$22.51	\$33.77
	Unarmed Guard	\$18.96	\$28.45
3rd Year	Post Commander	\$27.57	\$41.35
Extension	Supervisor	\$21.43	\$32.15
	Armed Guard	\$22.96	\$34.45
	Unarmed Guard	\$19.34	\$29.02
6 Month	Post Commander	\$28.12	\$42.18
Extension	Supervisor	\$21.86	\$32.79
	Armed Guard	\$23.42	\$35.14
	Unarmed Guard	\$19.73	\$29.60

Silvin Portillo

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Agreement #76292 Amendment 9 Exhibit 82 - Pricing Sheet

AMENDMENT NUMBER SEVEN TO AGREEMENT NUMBER 76293 BY AND BETWEEN COUNTY OF LOS ANGELES AND

SECURITAS SECURITY SERVICES USA, INC. FOR PROP A SECURITY GUARD SERVICES

This Amendment Number Seven (hereinafter "Amendment") is entered into by and between County of Los Angeles (hereinafter "County") and Securitas Security Services USA, Inc. (hereinafter "Contractor"), effective upon execution by the Chairman of the County's Board of Supervisors.

- WHEREAS, on July 24, 2007, the County and Contractor entered into Agreement Number 76293 (Contract) to provide the County with security guard services for the Rancho Los Amigos Medical Center and Health Centers; and
- WHEREAS, the Contract authorizes the Chief of the Office of Public Safety, or designee, to amend the Contract annually in an amount not to exceed ten(10) percent of the contract amount for scope of work changes; and
- WHEREAS, contract amendment number one (1), effective May 8, 2008, amended the contract amount to \$2,437,591 for the first contract year and \$2,481,910 for the second contract year and staffing plan to provide for unforeseen operation requirements; and
- WHEREAS, contract amendment number two (2), effective July 14, 2008, amended the Contract to reduce security guard service levels due to fiscal constraints at Rancho Los Amigos Medical Center; and
- WHEREAS, contract amendment number three (3), effective August 15, 2008, amended the Contract Statement of Work Exhibit A2 Minimum Staffing Plan, increasing the service level at Rancho Los Amigos Medical Center; and
- WHEREAS, contract amendment number four (4), effective February 17, 2010, amended Exhibit E County's Administration; added the Defaulted Property Tax Reduction Program language and revised Exhibit N Contractor's Obligations as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 to address the Health Information Technology for Economic and Clinical Health Act; and
- WHEREAS, the Contract has a term of three (3) years with two (2) one-year renewal options; and
- WHEREAS, the Contract authorizes the Chief, Office of Public Safety, or designee, to exercise the Contract renewal options annually; and
- WHEREAS, on December 15, 2009, the Board of Supervisors approved the consolidation of the Office of Public Safety (OPS) duties and functions into the Sheriff's Department, and the replacement of the Chief and Deputy Chief, Office of Public Safety, with the Sheriff or designee; and

WHEREAS, contract amendment number five (5), effective July 15, 2010, amended the Contract to extend the term of the Contract for one (1) year, added Statement of Work, subsection 6.7.9 to sub-section 6.7 Training, in its entirety, and added Exhibit P, Los Angeles County Sheriff's Department Manual of Policy and Procedures: Policy of Equality and the Acknowledgement of Receipt; and

WHEREAS, contract amendment number six (6), effective June 29, 2011, extended the term of the Contract for one (1) year from August 1, 2011 through July 31, 2012; and

WHEREAS, the Contract is currently in its last option year and expires on July 31, 2012; and

WHEREAS, County and Contractor desire to modify the Contract to extend the term of the Contract for an additional one (1) year with an option to extend for an additional period not to exceed six (6) months to avoid an interruption of services while the Department completes its solicitation process. The maximum Contract Sum is increased by \$2,686,499 for the one (1) year extension and \$1,370,114 for the additional six (6) month optional period. County may terminate the Contract, in whole or in part, with thirty (30) calendar days advance notice.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are hereby incorporated as part of this Contract, the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to amend the Contract as follows:

- 1. Paragraph 4.0, Term of Contract, sub-paragraph 4.1, sub-paragraph 4.2, and sub-paragraph 4.3 only of the Contract, are deleted in their entirety and replaced as follows to extend the term of the Contract for one (1) year plus up to an additional six (6) month option.
 - 4.1 The term of the Contract shall commence on August 1, 2007 and shall terminate July 31, 2013, unless sooner terminated or extended, in whole or in part, as provided in this Contract. County shall have the option to thereafter extend the term of this Contract for up to an additional six (6) months, in any increment.
 - 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a contract term extension option.
 - 4.3 The Sheriff, or his designee, (1) may terminate this Contract earlier, in whole or in part, with thirty (30) calendar days advance written notice of such termination; and (2) shall have delegated authority to exercise the extension option, which shall be in the form of a written Amendment executed by both Sheriff and Contractor.
- 2. Exhibit B1, Pricing Schedule, is deleted in its entirety and replaced with the revised Exhibit B1, Pricing Schedule, as attached herein.
- 3. Exhibit B2, Pricing Sheet, is deleted in its entirety and replaced with the revised Exhibit B2, Pricing Sheet, as attached herein.

- 4. EXCEPT FOR THE CHANGES SET FORTH HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.
- 5. Contractor and the person executing this Amendment on behalf of Contractor hereby represent and warrant that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

AMENDMENT NUMBER SEVEN TO AGREEMENT NUMBER 76293 BY AND BETWEEN COUNTY OF LOS ANGELES AND

SECURITAS SECURITY SERVICES USA, INC. FOR PROP A SECURITY GUARD SERVICES

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Seven to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Seven, or caused it to be duly executed by its duly authorized officer.

ATTEST:

SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By:
Deputy

SECURITAS SECURITY SERVICES
USA, INC.

By:
Sightature

Printed Name: Silvia Portilo

Title: Branch

APPROVED AS TO FORM:

JOHN F. KRATTLI County Counsel

By:

Millicent L. Rolon

Principal Deputy County Counsel

AGREEMENT 76293

EXHIBIT B1 - PRICING SCHEDULE

AMENDMENT NUMBER SEVEN

COUNTY SERVICES BUREAU - HEALTH SERVICES ARMED AND UNARMED SECURITY GUARD SERVICES

SERVICE PROVISION AREA SEVEN

Rancho Los Amigos Medical Center, 2) Bellflower Health Center,
 Downey Health Lab, 4) Whittier Health Center

1st Year \$2,437,591	2nd Year \$2,481,910	3rd Year	\$2,531,548	Initial 3 Years:	\$7,451,049
	1st ext. (1yr) \$2,582,179	2nd ext. (1yr)	\$2,633,823]	
	3rd ext. (1yr) \$2,686,499	4th ext. (6mos)	\$1,370,114]	
Total Price: Part 2 CONTR	\$16,723,664 ACTOR INFORMATION (Please		be the total for	all of the above)	
Part 2 CONTR			be the total for Telephone:		580-8826
Part 2 CONTR	ACTOR INFORMATION (Please	print or type)			580-8826
Part 2 CONTR	curity Services USA, Inc. e Blvd., Suite 1100, Los Angeles,	print or type) CA 90010-3601			580-8826

11764801

Certification of Registration #:

AGREEMENT 76293 - AMENDMENT NUMBER SEVEN EXHIBIT B2 - PRICING SHEET

SERVICE PROVISION AREA SEVEN

County Services Bureau - Health Services Armed and Unarmed Security Guard Services

ADDITIONAL SERVICES	HOURLY RATE (\$)
Emergencies or Call Back Work	\$25.00
Special Events/Programs	\$25.00
Facility Additions - Staffing	
Unarmed Guard	\$19.35
Armed Guard	\$22.61
Supervisor	\$22.61

TOTAL ANNUAL COSTS	ANNUAL COST (\$)
First Year	\$2,437,591
Second Year	\$2,481,910
Third Year	\$2,531,548
1st (1) Year Extension	\$2,582,179
2nd (1) Year Extension	\$2,633,823
3rd (1) Year Extension	\$2,686,499
4th (6) Month Extension	\$1,370,114

	CALCU	LATOR FO	R
	ALL INCL	USIVE RAT	
		Straight	OT
First Year	Post Commander	\$25.13	\$37.70
	Supervisor	\$20.89	\$31.34
	Armed Guard	\$20.89	\$31.34
	Unarmed Guard	\$17.88	\$26.82
Second Year	Post Commander	\$25.63	\$38.45
	Supervisor	\$21.31	\$31.96
	Armed Guard	\$21.31	\$31.96
	Unarmed Guard	\$18.24	\$27.36
Third Year	Post Commander	\$26.15	\$39.22
	Supervisor	\$21.73	\$32.60
	Armed Guard	\$21.73	\$32.60
	Unarmed Guard	\$18.60	\$27.90
1st Year	Post Commander	\$26.67	\$40.00
Extension	Supervisor	\$22.17	\$33.25
	Armed Guard	\$22.17	\$33.25
	Unarmed Guard	\$18.97	\$28.46
2nd Year	Post Commander	\$27.20	\$40.80
Extension	Supervisor	\$22.61	\$33.92
	Armed Guard	\$22.61	\$33.92
	Unarmed Guard	\$19.35	\$29.03
3rd Year	Post Commander	\$27.75	\$41.62
Extension	Supervisor	\$23.06	\$34.60
	Armed Guard	\$23.06	\$34.60
	Unarmed Guard	\$19.74	\$29.61
6 Month	Post Commander	\$28.30	\$42.45
Extension	Supervisor	\$23.53	\$35.29
	Armed Guard	\$23.53	\$35.29
	Unarmed Guard	\$20.14	\$30.20

Silvia Portillo

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Agreement #76293 Amendment 7 Exhibit B2 - Prikang Sheet

AMENDMENT NUMBER TEN TO AGREEMENT NUMBER 76294 BY AND BETWEEN COUNTY OF LOS ANGELES AND

SECURITAS SECURITY SERVICES USA, INC. FOR PROP A SECURITY GUARD SERVICES

This Amendment Number Ten (hereinafter "Amendment") is entered into by and between County of Los Angeles (hereinafter "County") and Securitas Security Services USA, Inc. (hereinafter "Contractor"), effective upon execution by the Chairman of the County's Board of Supervisors.

- WHEREAS, on July 24, 2007, the County and Contractor entered into Agreement Number 76294 (Contract) to provide the County with security guard services for the Olive View Medical Center and Health Centers; and
- WHEREAS, the Contract authorizes the Chief of the Office of Public Safety, or designee, to amend the Contract annually in an amount not to exceed ten (10) percent of the contract amount; and
- WHEREAS, contract amendment number one (1), effective May 8, 2008, amended the contract amount to \$2,847,863 for the first contract year and \$2,893,527 for the second contract year; and
- WHEREAS, contract amendment number two (2), effective July 11, 2008, amended the Contract to increase guard service levels at Olive View Medical Center; and
- WHEREAS, contract amendment number three (3), effective January 16, 2009, amended the Contract, increasing the contract amount by ten (10) percent to \$3,182,880 for the second contract year; and
- WHEREAS, contract amendment number four (4), effective February 8, 2010, amended the Contract, increasing the contract amount by ten (10) percent to \$3,551,457 for the third contract year and adding the Defaulted Property Tax Reduction Program provision; and
- WHEREAS, contract amendment number five (5), effective February 17, 2010, amended Exhibit E County's Administration; and revised Exhibit N Contractor's Obligations as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 to address the Health Information Technology for Economic and Clinical Health Act; and
- WHEREAS, the Contract has a term of three (3) years with two (2) one-year renewal options; and
- WHEREAS, the Contract authorizes the Chief, Office of Public Safety, or designee, to exercise the Contract renewal options annually; and
- WHEREAS, on December 15, 2009, the Board of Supervisors approved the consolidation of the Office of Public Safety (OPS) duties and functions into the Sheriff's Department, and the replacement of the Chief and Deputy Chief, Office of Public Safety, with the Sheriff or Designee; and

WHEREAS, contract amendment number six (6), effective July 15, 2010, amended the Contract to extend the term of the Contract for one (1) year; and

WHEREAS, contract amendment number seven (7), effective July 30, 2010, amended the Contract to decrease guard service levels due to the closure of Ingleside Hospital; and

WHEREAS, contract amendment number eight (8), effective March 3, 2011, amended the Contract to increase staffing level at Olive View Medical Center due to operational requirements of the Department of Health Services; and sub-paragraphs 8.1.3, 8.1.4, 8.1.6, and on page 5 of the Contract and throughout, "Chief, Office of Public Safety" was replaced by the Sheriff of Los Angeles County; and

WHEREAS, contract amendment number nine (9), effective June 29, 2011, extended the term of the Contract for one (1) year from August 1, 2011 through July 31, 2012; and

WHEREAS, the Contract is currently in its last option year and expires on July 31, 2012; and

WHEREAS, County and Contractor desire to modify the Contract to extend the term of the Contract for an additional one (1) year with an option to extend for an additional period not to exceed six (6) months to avoid an interruption of services while the Department completes its solicitation process. The maximum Contract Sum is increased by \$3,768,835 for the one (1) year extension and \$1,922,106 for the additional six (6) month optional period. County may terminate the Contract, in whole or in part, with thirty (30) calendar days advance notice.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are hereby incorporated as part of this Contract, the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to amend the Contract as follows:

- 1. Paragraph 4.0, Term of Contract, sub-paragraph 4.1, sub-paragraph 4.2, and sub-paragraph 4.3 only of the Contract, are deleted in their entirety and replaced as follows to extend the term of the Contract for one (1) year plus up to an additional six (6) month option.
 - 4.1 The term of the Contract shall commence on August 1, 2007 and shall terminate July 31, 2013, unless sooner terminated or extended, in whole or in part, as provided in this Contract. County shall have the option to thereafter extend the term of this Contract for up to an additional six (6) months, in any increment.
 - 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a contract term extension option.
 - 4.3 The Sheriff, or his designee, (1) may terminate this Contract earlier, in whole or in part, with thirty (30) calendar days advance written notice of such termination; and (2) shall have delegated authority to exercise the extension option, which shall be in the form of a written Amendment executed by both Sheriff and Contractor.

- 2. Exhibit B1, Pricing Schedule, is deleted in its entirety and replaced with the revised Exhibit B1, Pricing Schedule, as attached herein.
- 3. Exhibit B2, Pricing Sheet, is deleted in its entirety and replaced with the revised Exhibit B2, Pricing Sheet, as attached herein.
- 4. EXCEPT FOR THE CHANGES SET FORTH HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.
- 5. Contractor and the person executing this Amendment on behalf of Contractor hereby represent and warrant that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

AMENDMENT TEN CONTRACT # 76294 Page 3 of 4

AMENDMENT NUMBER TEN TO AGREEMENT NUMBER 76294 BY AND BETWEEN COUNTY OF LOS ANGELES AND

SECURITAS SECURITY SERVICES USA, INC. FOR PROP A SECURITY GUARD SERVICES

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Ten to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Ten, or caused it to be duly executed by its duly authorized officer.

COUNTY OF LOS ANGELES ATTEST. SACHLA HAMAL Chairman, Board of Supervisors **Executive Officer** Los Angeles County Board of Supervisors By: _ Deputy SECURITAS SECURITY SERVICES USA, INC. Signature Printed Name: Silvia Portilo Title: brunch APPROVED AS TO FORM:

JOHN F. KRATTLI County Counsel

Milligent L. Rolon

Principal Deputy County Counsel

AGREEMENT 76294

EXHIBIT B1 - PRICING SCHEDULE

AMENDMENT NUMBER TEN

COUNTY SERVICES BUREAU - HEALTH SERVICES ARMED AND UNARMED SECURITY GUARD SERVICES

SERVICE PROVISION AREA TWO

Olive View-UCLA Medical Center, 2) Ingleside Hospital, 3) DHS-Mid Valley CHC,
 North Hollywood Health Center, 5) San Fernando Health Center,
 Glendale Health Center, 7) Pacoima Health Center

ENTER PRICING BELOW: Part 1 \$2,847,863 2nd Year 3rd Year Initial 3 Years: \$9,582,200 1st Year \$3,182,880 \$3,551,457 1st ext. (1yr) \$3,622,486 2nd ext. (1yr) \$3,694,936 3rd ext. (1yr) \$3,768,835 4th ext. (6mos) \$1,922,106 Total Price: \$22,590,562 (this price shall be the total for all of the above) Part 2 CONTRACTOR INFORMATION (Please print or type) Securitas Security Services USA, Inc. Telephone: (213) 580-8826 Name: Address: 3325 Wilshire Blvd., Suite 1100, Los Angeles, CA 90010-3601 Signature: Contractor's Authorized Agent: Retailer's permit # 71-0912217 Certification of Registration #: 11764801

AGREEMENT 76294 - AMENDMENT NUMBER TEN EXHIBIT B2 - PRICING SHEET

SERVICE PROVISION AREA TWO

County Services Bureau - Health Services Armed and Unarmed Security Guard Services

ADDITIONAL SERVICES	HOURLY RATE (\$)	
Emergencies or Call Back Work	\$25.00	
Special Events/Programs	\$25.00	
Facility Additions - Staffing		
Unarmed Guard	\$19.26	
Armed Guard	\$24.56	
Supervisor	\$22.54	

TOTAL ANNUAL COSTS	ANNUAL COST (\$)
First Year	\$2,847,863
Second Year	\$3,182,880
Third Year	\$3,551,457
1st (1) Year Extension	\$3,622,486
2nd (1) Year Extension	\$3,694,936
3rd (1) Year Extension	\$3,768,835
4th (6) Month Extension	\$1,922,106

		LATOR FO	
	ALLIVOL	Straight	OT.
First Year	Post Commander	\$26.51	\$39.77
	Supervisor	\$20.82	\$31.23
	Armed Guard	\$24.56	\$36.84
	Unarmed Guard	\$17.79	\$26.69
Second Year	Post Commander	\$27.04	\$40.56
	Supervisor	\$21.24	\$31.86
	Armed Guard	\$24.56	\$36.84
	Unarmed Guard	\$18.15	\$27.23
Third Year	Post Commander	\$27.58	\$41.37
-	Supervisor	\$21.66	\$32.49
	Armed Guard	\$24.56	\$36.84
	Unarmed Guard	\$18.51	\$27.77
1st Year	Post Commander	\$28.13	\$42.20
Extension	Supervisor	\$22.09	\$33.14
Extension	Armed Guard	\$24.56	\$36.84
	Unarmed Guard	\$18.88	\$28.32
2nd Year	Post Commander	\$28.70	\$43.05
Extension	Supervisor	\$22.54	\$33.81
Exterision	Armed Guard	\$24.56	\$36.84
	Unarmed Guard	\$19.26	\$28.89
3rd Year	Post Commander	\$29.27	\$43.9
Extension	Supervisor	\$22.99	\$34.49
LAterialon	Armed Guard	\$24.56	\$36.84
	Unarmed Guard	\$19.65	\$29.48
6 Month	Post Commander	\$29.86	\$44.79
Extension	Supervisor	\$23.45	\$35.18
	Armed Guard	\$24.56	\$36.84
	Unarmed Guard	\$20.04	\$30.00

Silvin Portillo

Signature

Agreement #76294 Amendment 10 Exhibit B2 - Pricing Sheet

AMENDMENT NUMBER SEVEN TO AGREEMENT NUMBER 76295 BY AND BETWEEN COUNTY OF LOS ANGELES AND

NORTH AMERICAN SECURITY, INC. FOR PROP A SECURITY GUARD SERVICES

This Amendment Number Seven (hereinafter "Amendment") is entered into by and between County of Los Angeles (hereinafter "County") and North American Security, Inc. (hereinafter "Contractor"), effective upon execution by the Chairman of the County's Board of Supervisors.

- WHEREAS, on July 24, 2007, the County and Contractor entered into Agreement Number 76295 (Contract) to provide the County with security guard services for the San Gabriel Health Centers; and
- WHEREAS, the Contract authorizes the Chief of the Office of Public Safety, or designee, to amend the Contract annually in an amount not to exceed ten (10) percent of the Contract amount for scope of work changes; and
- WHEREAS, contract amendment number one (1), effective May 8, 2008, amended the contract amount to \$686,956 for the first contract year to manage unforeseen service level increases affecting the Department of Health Services and Public Health; and
- WHEREAS, contract amendment number two (2), effective June 10, 2009, amended the Contract, increasing the contract amount by ten (10) percent to \$755,652 for the second contract year; and
- WHEREAS, contract amendment number three (3), effective February 8, 2010, amended the Contract, increasing the contract amount by ten (10) percent to \$831,217 for the third contract year, amended Exhibit F Contractor's Administration, and added the Defaulted Property Tax Reduction Program provision; and
- WHEREAS, contract amendment number four (4), effective February 17, 2010, amended Exhibit E County's Administration; and revised Exhibit N Contractor's Obligations as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 to address the Health Information Technology for Economic and Clinical Health Act; and
- WHEREAS, the Contract has a term of three (3) years with two (2) one-year renewal options; and
- WHEREAS, the Contract authorizes the Chief, Office of Public Safety, or designee, to exercise the Contract renewal options annually; and
- WHEREAS, on December 15, 2009, the Board of Supervisors approved the consolidation of the Office of Public Safety (OPS) duties and functions into the Sheriff's Department, and the replacement of the Chief and Deputy Chief, Office of Public Safety, with the Sheriff or designee; and
- WHEREAS, contract amendment number five (5), effective July 15, 2010, amended the Contract to extend the term of the Contract for one (1) year, added Statement of Work, sub-

section 6.7.9 to sub-section 6.7 Training, in its entirety, and added Exhibit P, Los Angeles County Sheriff's Department Manual of Policy and Procedures; Policy of Equality and the Acknowledgement of Receipt; and

WHEREAS, contract amendment number six (6), effective June 29, 2011, extended the term of the Contract for one (1) year from August 1, 2011 through July 31, 2012; and

WHEREAS, the Contract is currently in its last option year and expires on July 31, 2012; and

WHEREAS, County and Contractor desire to modify the Contract to extend the term of the Contract for an additional one (1) year with an option to extend for an additional period not to exceed six (6) months to avoid an interruption of services while the Department completes its solicitation process. The maximum Contract Sum is increased by \$831,217 for the one (1) year extension and \$415,609 for the additional six (6) month optional period. County may terminate the Contract, in whole or in part, with thirty (30) calendar days advance notice.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are hereby incorporated as part of this Contract, the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to amend the Contract as follows:

- 1. Paragraph 4.0, Term of Contract, sub-paragraph 4.1, sub-paragraph 4.2, and sub-paragraph 4.3 only of the Contract, are deleted in their entirety and replaced as follows to extend the term of the Contract for one (1) year plus up to an additional six (6) month option.
 - 4.1 The term of the Contract shall commence on August 1, 2007 and shall terminate July 31, 2013, unless sooner terminated or extended, in whole or in part, as provided in this Contract. County shall have the option to thereafter extend the term of this Contract for up to an additional six (6) months, in any increment.
 - 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a contract term extension option.
 - 4.3 The Sheriff, or his designee, (1) may terminate this Contract earlier, in whole or in part, with thirty (30) calendar days advance written notice of such termination; and (2) shall have delegated authority to exercise the extension option, which shall be in the form of a written Amendment executed by both Sheriff and Contractor.
- 2. Exhibit B1, Pricing Schedule, is deleted in its entirety and replaced with the revised Exhibit B1, Pricing Schedule, as attached herein.
- 3. Exhibit B2, Pricing Sheet, is deleted in its entirety and replaced with the revised Exhibit B2, Pricing Sheet, as attached herein.

- 4. EXCEPT FOR THE CHANGES SET FORTH HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.
- 5. Contractor and the person executing this Amendment on behalf of Contractor hereby represent and warrant that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

AMENDMENT NUMBER SEVEN TO AGREEMENT NUMBER 76295 BY AND BETWEEN COUNTY OF LOS ANGELES AND

NORTH AMERICAN SECURITY, INC. FOR PROP A SECURITY GUARD SERVICES

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Seven to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Seven, or caused it to be duly executed by its duly authorized officer.

COUNTY OF LOS ANGELES ATTEST: SACHI A. HAMAI Chairman, Board of Supervisors **Executive Officer** Los Angeles County **Board of Supervisors** NORTH AMERICAN SECURITY, INC. Printed Name: KEN HILLMAN Title: VICE PRESIDENT APPROVED AS TO FORM: JOHN F. KRATTLI County Counsel

Principal Deputy County Counsel

AGREEMENT 76295

EXHIBIT B1 - PRICING SCHEDULE

AMENDMENT NUMBER SEVEN

COUNTY SERVICES BUREAU - HEALTH SERVICES

	ARMED AND UNARM	ED SECURITY GUAR	D SERVICES		
	SERVICE P	ROVISION AREA THE	REE		
1) El Monte Comprehensive Health, 2) Telstar Health Center, 3) La Puente Health Center, 4) Monrovia Health Center, 5) Pomona Health Center					
Part 1 ENTER P	RICING BELOW:				
1st Year \$686,956	2nd Year \$755,652	3rd Year \$831	,217 Initial 3 Yea	ers: \$2,273,825	
	1st ext. (1yr) \$831,217	2nd ext. (1yr) \$831	,217		
	3rd ext. (1yr) \$831,217	4th ext. (6mos) \$415	5,609		
Total Price:	\$5,183,085	_ (this price shall be the	total for all of the above	e)	
Part 2 CONTRA	CTOR INFORMATION (Please	print or type)	-		
Name: North America	n Security, Inc.	Tel	ephone:(323) 634-1911	
Address: 1801 Beverly	Boulevard, Los Angeles, CA 900	57	,		
Contractor's Authorized A	gent: <u>KEW L</u>	!: (MA) Sig	gnature: <u>/ len / /h</u>	dh	
Retailer's permit #	95-4502871	-			
Certification of Registration	on #: 05347301				

AGREEMENT 76295 - AMENDMENT NUMBER SEVEN EXHIBIT B2 - PRICING SHEET

SERVICE PROVISION AREA THREE

County Services Bureau - Health Services Armed and Unarmed Security Guard Services

ADDITIONAL SERVICES	HOURLY RATE (\$)		
Emergencies or Call Back Work	\$18.17		
Special Events/Programs	\$18.17		
Facility Additions - Staffing			
Unarmed Guard	\$18.17		
Armed Guard	\$19.65		
Supervisor	\$24.65		

TOTAL ANNUAL COSTS	ANNUAL COST (\$)	
First Year	\$686,956	
Second Year	\$755,652	
Third Year	\$831,217	
1st (1) Year Extension	\$831,217	
2nd (1) Year Extension	\$831,217	
3rd (1) Year Extension	\$831,217	
4th (6) Month Extension	\$415,609	

	CALCULATOR FOR		
	ALL INCLUSIVE RATES:		
		Straight	OT
First Year	Post Commander	\$26.98	\$40.47
	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26
Second Year	Post Commander	\$26.98	\$40.47
	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26
Third Year	Post Commander	\$26.98	\$40.47
	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26
1st Year	Post Commander	\$26.98	\$40.47
Extension	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26
2nd Year	Post Commander	\$26.98	\$40.47
Extension	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26
3rd Year	Post Commander	\$26.98	\$40.47
Extension	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26
6 Month	Post Commander	\$26.98	\$40.47
Extension	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26

Contractor's Authorized Agent

An Hell Signature

Agreement #76295 Amendment 7 Exhibit B2 - Pricing Sheet

AMENDMENT NUMBER EIGHT TO AGREEMENT NUMBER 76296 BY AND BETWEEN COUNTY OF LOS ANGELES AND

NORTH AMERICAN SECURITY, INC. FOR PROP A SECURITY GUARD SERVICES

This Amendment Number Eight (hereinafter "Amendment") is entered into by and between County of Los Angeles (hereinafter "County") and North American Security, Inc. (hereinafter "Contractor"), effective upon execution by the Chairman of the County's Board of Supervisors.

- WHEREAS, on July 24, 2007, the County and Contractor entered into Agreement Number 76296 (Contract) to provide the County with security guard services for the Antelope Valley Health Centers; and
- WHEREAS, the Contract authorizes the Chief of the Office of Public Safety, or designee, to amend the Contract annually in an amount not to exceed ten (10) percent of the Contract amount for scope of work changes; and
- WHEREAS, contract amendment number one (1), effective May 8, 2008, amended the contract amount to \$952,660 for the first contract year to manage unforeseen service level increases affecting the Department of Health Services and Public Health; and
- WHEREAS, June 4, 2008, the Board of Supervisors authorized the Chief of the Office of Public Safety to increase the contract amount to \$1,205,955 for the first contract year and \$1,463,400 for the second contract year to manage unforeseen operational requirements; and
- WHEREAS, contract amendment number two (2), effective June 4, 2008, increased the contract amount, as authorized by the Board of Supervisors; and
- WHEREAS, contract amendment number three (3), effective June 10, 2009, amended the Contract, increasing the contract amount by ten (10) percent to \$1,609,740 for the second contract year; and
- WHEREAS, contract amendment number four (4), effective February 8, 2010, amended the Contract, increasing the contract amount by ten (10) percent to \$1,770,714 for the third contract year, amending Exhibit F Contractor's Administration, and adding the Defaulted Property Tax Reduction Program provision; and
- WHEREAS, contract amendment number five (5), effective February 17, 2010, amended Exhibit E County's Administration; and revised Exhibit N Contractor's Obligations as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 to address the Health Information Technology for Economic and Clinical Health Act; and
- WHEREAS, the Contract has a term of three (3) years with two (2) one-year renewal options; and
- WHEREAS, the Contract authorizes the Chief, Office of Public Safety, or designee, to exercise the Contract renewal options annually; and

WHEREAS, on December 15, 2009, the Board of Supervisors approved the consolidation of the Office of Public Safety (OPS) duties and functions into the Sheriff's Department, and the replacement of the Chief and Deputy Chief, Office of Public Safety, with the Sheriff or designee; and

WHEREAS, contract amendment number six (6), effective July 15, 2010, amended the Contract to extend the term of the Contract for one (1) year, added Statement of Work, subsection 6.7.9 to sub-section 6.7 Training, in its entirety, and added Exhibit P, Los Angeles County Sheriff's Department Manual of Policy and Procedures: Policy of Equality and the Acknowledgement of Receipt; and

WHEREAS, contract amendment number seven (7), effective June 29, 2011, extended the term of the Contract for one (1) year from August 1, 2011 through July 31, 2012; and

WHEREAS, the Contract is currently in its last option year and expires on July 31, 2012; and

WHEREAS, County and Contractor desire to modify the Contract to extend the term of the Contract for an additional one (1) year with an option to extend for an additional period not to exceed six (6) months to avoid an interruption of services while the Department completes its solicitation process. The maximum Contract Sum is increased by \$1,770,714 for the one (1) year extension and \$885,357 for the additional six (6) month optional period. County may terminate the Contract, in whole or in part, with thirty (30) calendar days advance notice.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are hereby incorporated as part of this Contract, the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to amend the Contract as follows:

- 1. Paragraph 4.0, Term of Contract, sub-paragraph 4.1, sub-paragraph 4.2, and sub-paragraph 4.3 only of the Contract, are deleted in their entirety and replaced as follows to extend the term of the Contract for one (1) year plus up to an additional six (6) month option.
 - 4.1 The term of the Contract shall commence on August 1, 2007 and shall terminate July 31, 2013, unless sooner terminated or extended, in whole or in part, as provided in this Contract. County shall have the option to thereafter extend the term of this Contract for up to an additional six (6) months, in any increment.
 - 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a contract term extension option.
 - 4.3 The Sheriff, or his designee, (1) may terminate this Contract earlier, in whole or in part, with thirty (30) calendar days advance written notice of such termination; and (2) shall have delegated authority to exercise the extension option, which shall be in the form of a written Amendment executed by both Sheriff and Contractor.

- 2. Exhibit B1, Pricing Schedule, is deleted in its entirety and replaced with the revised Exhibit B1, Pricing Schedule, as attached herein.
- 3. Exhibit B2, Pricing Sheet, is deleted in its entirety and replaced with the revised Exhibit B2, Pricing Sheet, as attached herein.
- 4. EXCEPT FOR THE CHANGES SET FORTH HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.
- 5. Contractor and the person executing this Amendment on behalf of Contractor hereby represent and warrant that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

AMENDMENT NUMBER EIGHT TO AGREEMENT NUMBER 76296 BY AND BETWEEN COUNTY OF LOS ANGELES AND

NORTH AMERICAN SECURITY, INC. FOR PROP A SECURITY GUARD SERVICES

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Eight to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Eight, or caused it to be duly executed by its duly authorized officer.

COUNTY OF LOS ANGELES ATTEST: SACHI A. HAMAI Chairman, Board of Supervisors **Executive Officer** Los Angeles County Board of Supervisors NORTH AMERICAN SECURITY, INC. Printed Name: KEN HILLMAN Title: VICE-PRESIDENT APPROVED AS TO FORM: JOHN F. KRATTLI County Counsel

Principal Deputy County Counsel

AGREEMENT 76296

EXHIBIT B1 - PRICING SCHEDULE

AMENDMENT NUMBER EIGHT

COUNTY SERVICES BUREAU - HEALTH SERVICES ARMED AND UNARMED SECURITY GUARD SERVICES

SERVICE PROVISION AREA ONE

High Desert Health Systems, 2) High Desert Clinic (Urgent Care),
 Acton Rehabilitation Center, 4) Antelope Valley Health Center, 5) Glenchur Clinic,
 Lake LA Care Center, 7) Little Rock Care Center, 8) South Valley Health Center,
 Warm Springs Rehabilitation Center

1st Year \$1,205,955 2nd Year \$1,609,740 3rd Year \$1,770,714 1st ext. (1yr) \$1,770,714 2nd ext. (1yr) \$1,770,714

ENTER PRICING BELOW:

Part 1

3rd ext. (1yr) \$1,770,714 4th ext. (6mos) \$885,357 (this price shall be the total for all of the above) Total Price: \$10,783,908 Part 2 CONTRACTOR INFORMATION (Please print or type) (323) 634-1911 Telephone: North American Security, Inc. Name: Address: 1801 Beverly Boulevard, Los Angeles, CA 90057 KENHILLEM MY Signature: Contractor's Authorized Agent: Retailer's permit # 95-4502871 Certification of Registration #: 05347301

AGREEMENT 76296 - AMENDMENT NUMBER EIGHT **EXHIBIT B2 - PRICING SHEET**

SERVICE PROVISION AREA ONE

County Services Bureau - Health Services Armed and Unarmed Security Guard Services

ADDITIONAL SERVICES	HOURLY RATE (\$)	
Emergencies or Call Back Work	\$18.17	
Special Events/Programs	\$18.17	
Facility Additions - Staffing		
Unarmed Guard	\$18.17	
Armed Guard	\$19.65	
Supervisor	\$24.65	

TOTAL ANNUAL COSTS	ANNUAL COST (\$)	
First Year	\$1,205,955	
Second Year	\$1,609,740	
Third Year	\$1,770,714	
1st (1) Year Extension	\$1,770,714	
2nd (1) Year Extension	\$1,770,714	
3rd (1) Year Extension	\$1,770,714	
4th (6) Month Extension	\$885,357	

		LATOR FO	
		Straight	OT
First Year	Post Commander	\$26.98	\$40.47
	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26
Second Year	Post Commander	\$26.98	\$40.47
	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26
Third Year	Post Commander	\$26.98	\$40.47
	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26
1st Year	Post Commander	\$26.98	\$40.47
Extension	Supervisor	\$24.65	\$36.98
ZATOTION	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26
2nd Year	Post Commander	\$26.98	\$40.47
Extension	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26
3rd Year	Post Commander	\$26.98	\$40.47
Extension	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26
6 Month	Post Commander	\$26.98	\$40.47
Extension	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26

AMENDMENT NUMBER SEVEN AGREEMENT NUMBER 76297 BY AND BETWEEN COUNTY OF LOS ANGELES AND

NORTH AMERICAN SECURITY, INC. FOR PROP A SECURITY GUARD SERVICES

This Amendment Number Seven (hereinafter "Amendment") is entered into by and between County of Los Angeles (hereinafter "County") and North American Security, Inc. (hereinafter "Contractor"), effective upon execution by the Chairman of the County's Board of Supervisors.

- WHEREAS, on July 24, 2007, the County and Contractor entered into Agreement Number 76297 (Contract) to provide the County with security guard services for the Ruth Temple Comprehensive Health Center; and
- WHEREAS, the Contract authorizes the Chief of the Office of Public Safety, or designee, to amend the Contract annually in an amount not to exceed ten (10) percent of the Contract amount for scope of work changes; and
- WHEREAS, contract amendment number one (1), effective April 2008, amended the contract amount to \$141,155 for the first contract year to manage unforeseen service level increases affecting the Ruth Temple Comprehensive Health Center; and
- WHEREAS, contract amendment number two (2), effective June 24, 2009, amended the Contract, increasing the contract amount by ten (10) percent to \$155,271 for the second contract year; and
- WHEREAS, contract amendment number three (3), effective February 8, 2010, amended the Contract, increasing the contract amount by ten (10) percent to \$170,798 for the third contract year, amending Exhibit F Contractor's Administration, and adding the Defaulted Property Tax Reduction Program provision; and
- WHEREAS, contract amendment number four (4), effective February 17, 2010, amended Exhibit E County's Administration; and revised Exhibit N Contractor's Obligations as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 to address the Health Information Technology for Economic and Clinical Health Act; and
- WHEREAS, the Contract has a term of three (3) years with two (2) one-year renewal options; and
- WHEREAS, the Contract authorizes the Chief, Office of Public Safety, or designee, to exercise the Contract renewal options annually; and
- WHEREAS, on December 15, 2009, the Board of Supervisors approved the consolidation of the Office of Public Safety (OPS) duties and functions into the Sheriff's Department, and the replacement of the Chief and Deputy Chief, Office of Public Safety, with the Sheriff or designee; and
- WHEREAS, contract amendment number five (5), effective July 15, 2010, amended the Contract to extend the term of the Contract for one (1) year, added Statement of Work, sub-

section 6.7.9 to sub-section 6.7 Training, in its entirety, and added Exhibit P, Los Angeles County Sheriff's Department Manual of Policy and Procedures: Policy of Equality and the Acknowledgement of Receipt; and

WHEREAS, contract amendment number six (6), effective June 29, 2011, extended the term of the Contract for one (1) year from August 1, 2011 through July 31, 2012; and

WHEREAS, the Contract is currently in its last option year and expires on July 31, 2012; and

WHEREAS, County and Contractor desire to modify the Contract to extend the term of the Contract for an additional one (1) year with an option to extend for an additional period not to exceed six (6) months to avoid an interruption of services while the Department completes its solicitation process. The maximum Contract Sum is increased by \$170,798 for the one (1) year extension and \$85,399 for the additional six (6) month optional period. County may terminate the Contract, in whole or in part, with thirty (30) calendar days advance notice.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are hereby incorporated as part of this Contract, the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to amend the Contract as follows:

- 1. Paragraph 4.0, Term of Contract, sub-paragraph 4.1, sub-paragraph 4.2, and sub-paragraph 4.3 only of the Contract, are deleted in their entirety and replaced as follows to extend the term of the Contract for one (1) year plus up to an additional six (6) month option.
 - 4.1 The term of the Contract shall commence on August 1, 2007 and shall terminate July 31, 2013, unless sooner terminated or extended, in whole or in part, as provided in this Contract. County shall have the option to thereafter extend the term of this Contract for up to an additional six (6) months, in any increment.
 - 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a contract term extension option.
 - 4.3 The Sheriff, or his designee, (1) may terminate this Contract earlier, in whole or in part, with thirty (30) calendar days advance written notice of such termination; and (2) shall have delegated authority to exercise the extension option, which shall be in the form of a written Amendment executed by both Sheriff and Contractor.
- 2. Exhibit B1, Pricing Schedule, is deleted in its entirety and replaced with the revised Exhibit B1, Pricing Schedule, as attached herein.
- 3. Exhibit B2, Pricing Sheet, is deleted in its entirety and replaced with the revised Exhibit B2, Pricing Sheet, as attached herein.

- 4. EXCEPT FOR THE CHANGES SET FORTH HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.
- 5. Contractor and the person executing this Amendment on behalf of Contractor hereby represent and warrant that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

AMENDMENT NUMBER SEVEN AGREEMENT NUMBER 76297 BY AND BETWEEN COUNTY OF LOS ANGELES AND

NORTH AMERICAN SECURITY, INC. FOR PROP A SECURITY GUARD SERVICES

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Seven to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Seven, or caused it to be duly executed by its duly authorized officer.

COUNTY OF LOS ANGELES ATTEST: SACHLA, HAMAL Chairman, Board of Supervisors **Executive Officer** Los Angeles County Board of Supervisors NORTH AMERICAN SECURITY, INC. Printed Name: KEN HICKARD

Title: VICE-PRESIDENT APPROVED AS TO FORM: JOHN F. KRATTLI County Counsel Millicent L. Rolon

Principal Deputy County Counsel

AGREEMENT 76297

EXHIBIT B1 - PRICING SCHEDULE

AMENDMENT NUMBER SEVEN

COUNTY SERVICES BUREAU - HEALTH SERVICES ARMED AND UNARMED SECURITY GUARD SERVICES SERVICE PROVISION AREA FIVE 1) Ruth Temple Health Center **ENTER PRICING BELOW:** Part 1 2nd Year 3rd Year Initial 3 Years: 1st Year \$141.155 \$155,271 \$170,798 \$467,224 1st ext. (1yr) \$170,798 2nd ext. (1yr) \$170,798 3rd ext. (1yr) \$170,798 4th ext. (6mos) \$85,399 Total Price: \$1,065,017 (this price shall be the total for all of the above) Part 2 CONTRACTOR INFORMATION (Please print or type) Name: North American Security, Inc. Telephone: (323) 634-1911 Address: 1801 Beverly Boulevard, Los Angeles, CA 90057 Ken Helk KEN Hicus m Signature: Contractor's Authorized Agent: Retailer's permit # 95-4502871

05347301

Certification of Registration #:

AGREEMENT 76297 - AMENDMENT NUMBER SEVEN EXHIBIT B2 - PRICING SHEET

SERVICE PROVISION AREA FIVE

County Services Bureau - Health Services Armed and Unarmed Security Guard Services

ADDITIONAL SERVICES	HOURLY RATE (\$)	
Emergencies or Call Back Work	\$18.17	
Special Events/Programs	\$18.17	
Facility Additions - Staffing		
Unarmed Guard	\$18.17	
Armed Guard	\$19.65	
Supervisor	\$24.65	

TOTAL ANNUAL COSTS	ANNUAL COST (\$)
First Year	\$141,155
Second Year	\$155,271
Third Year	\$170,798
1st (1) Year Extension	\$170,798
2nd (1) Year Extension	\$170,798
3rd (1) Year Extension	\$170,798
4th (6) Month Extension	\$85,399

	CALCULATOR FOR ALL INCLUSIVE RATES:		
	ALLINGE	Straight	T OT
First Year	Post Commander	\$26.98	\$40.47
	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29,48
	Unarmed Guard	\$18.17	\$27.26
Second Year	Post Commander	\$26.98	\$40.47
	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26
Third Year	Post Commander	\$26.98	\$40.47
	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26
1st Year	Post Commander	\$26.98	\$40.47
Extension	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26
2nd Year	Post Commander	\$26.98	\$40.47
Extension	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26
3rd Year	Post Commander	\$26.98	\$40.47
Extension	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26
6 Month	Post Commander	\$26.98	\$40.47
Extension	Supervisor	\$24.65	\$36.98
	Armed Guard	\$19.65	\$29.48
	Unarmed Guard	\$18.17	\$27.26

KEN HOUSE

Ken All Supplier

Agreement #76297 Amendment 7 Exhibit B2 - Pricing Sheet